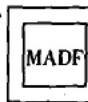


# **EXHIBIT G**



BERNARD L. MADOFF

Investment Securities

885 Third Avenue New York, NY 10022-4834

212 230-2424

800 334-1343

Telex 235130

Fax 212 486-8178

TAX ID NO.

ACCT# ASSIGNED

REDACTED

1CM597

Mr./Mrs./Ms. SLOAN G. KAMENSTEIN  
 NAME 306 CHILEAN AVE  
 STREET PALM BEACH FL 33480  
 CITY N/A STATE (561) 833 8223 ZIP  
 TEL. NUMBER BUSINESS RESIDENCE  
 REG. REP. L. Schoenheimer

WE DEEM THE QUESTIONS CONTAINED IN THIS SECTION TO BE REQUIRED BY THE "KNOW YOUR CUSTOMER" RULE OF THE NATIONAL ASSOCIATION OF SECURITY DEALERS, AND, THEREFORE, MUST BE ANSWERED IN FULL.

RESIDENCE 306 CHILEAN AVE. PALM BEACH, FL. 33480  
N/A

NAME OF EMPLOYER (IF HOUSEWIFE, NAME THE HUSBAND'S EMPLOYER)

EMPLOYER'S ADDRESS N/A

OCCUPATION NOT EMPLOYED

BANK REFERENCE AND ADDRESS FIRST UNION COCONUT ROW PALM BEACH, FL.  
33480

OTHER BROKERAGE ACCOUNTS OPAENHEIMER, TUCKER ANTHONY

CLIENT INTRODUCED BY \_\_\_\_\_

FOR OFFICE USE ONLY

R R.'S ESTIMATE OF CLIENTS NET WORTH \_\_\_\_\_

IS CLIENT OVER 21 YEARS OF AGE YES \_\_\_\_\_ NO \_\_\_\_\_

HOW LONG HAVE YOU KNOWN CLIENT \_\_\_\_\_

CLIENT IS CITIZEN OF \_\_\_\_\_

APPROVED BY \_\_\_\_\_

DATE SENT TO CLIENT

DATE SENT TO CLIENT

MARGIN AGREEMENT \_\_\_\_\_

MAIL WAIVER FORM \_\_\_\_\_

JOINT AGREEMENT \_\_\_\_\_

MULTIPLE A/C FORM \_\_\_\_\_

CORPORATE ACCOUNT FORM \_\_\_\_\_

CORPORATE RESOLUTION \_\_\_\_\_

CO-PARTNERSHIP FORM \_\_\_\_\_

Affiliated with:  
 Madoff Securities International Ltd.  
 12 Berkeley Street, Mayfair, London W1X 5AD.0171-493 6222

AMF00267767

Bennie : 10/18/99  
This acc opened  
on 9/7/99 with  
#1782332, to  
close accy of Tracy  
& Sloan Kamenstein  
at WROS, to close  
that acc. (SOY)  
of equity val on  
orig. acc. to 2nd  
pls sign.

by

**BERNARD L. MADOFF****Investment Securities**

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Congress has mandated that all interest and dividend payers including banks, corporations and funds must withhold 10% of all dividends or interest paid UNLESS you complete and return the form at the bottom of this page.

Important New Tax Information

"Under the Federal income tax law, you are subject to certain penalties as well as withholding of tax at a 20% rate if you have not provided us with your correct social security number or other taxpayer identification number. Please read this notice carefully.

You (as a payee) are required by law to provide us (as payer) with your correct taxpayer identification number. If you are an individual, your taxpayer identification is your social security number. If you have not provided us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, divided payments that we make to you may be subject to backup withholding starting on January 1, 1984.

Backup withholding is different from the 10% withholding on interest and dividends that was repealed in 1983. If backup withholding applies, payer is required to withhold 20% of dividend payments made to you. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained".

Please sign the form and return it to us.

Even if you have already provided this information it is required by the IRS that all information requested below be provided again.

Thank you for your cooperation.

---

**SUBSTITUTE INTERNAL REVENUE SERVICE FORM W-9**

Account Number(s): \_\_\_\_\_

Taxpayer Identification Number:

**REDACTED**Name: SLOAN G. KAMENSTEINAddress: 306 CITICAN AVE. PALM BEACH, FL 33480

(Signature)

Sloan Kamenstein Trustee

"Under penalties of perjury, I certify that the number shown  
On this form is my correct Taxpayer Identification Number".

Please fill in your name, address, taxpayer identification number, and sign above.

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**BERNARD L. MADOFF****Investment Securities**

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**TRADING AUTHORIZATION LIMITED TO PURCHASES**  
**AND SALES OF SECURITIES AND OPTIONS**

To Whom It May Concern:

The undersigned hereby authorizes Bernard L. Madoff (whose signature appears below) as his agent and attorney in fact to buy, sell and trade in stocks, bonds, options and any other securities in accordance with your terms and conditions for the undersigned's account and risk and in the undersigned's name, or number on your books. The undersigned hereby agrees to indemnify and hold you harmless from, and to pay you promptly on demand any and all losses arising therefrom or debit balance due thereon. However, in no event will the losses exceed my investment.

In all such purchases, sales or trades you are authorized to follow the instructions of Bernard L. Madoff in every respect concerning the undersigned's account with you; and he is authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.

The undersigned hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by the aforesaid agent or for the undersigned's account.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between the undersigned and your firm.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to you and delivered to your office at 885 Third Avenue but such revocation shall not affect any liability in any way resulting from transaction initiated prior to such revocation. This authorization and indemnity shall enure to the benefit of your present firm and any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of your present firm or any successor firm.

Dated, August 23, 1999

Palm BEACH

(City)

FLORIDA

(State)

Very truly yours,

Paul Kamenstein Trustee

(Client Signature)

Signature of Authorized Agent:

Affiliated with:

Madoff Securities International Ltd.

12 Berkeley Street, Mayfair, London W1X 5AD.0171-493 6222

**BERNARD L. MADOFF****Investment Securities**

885 Third Avenue New York, NY 10022-4834

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**OPTION AGREEMENT****TO: BERNARD L. MADOFF INVESTMENT SECURITIES**

In order to induce you to carry accounts ("Option Accounts") for me (however designated) for transactions in option contracts (including, without limitations, purchase, sale, transfer, exercise and endorsement) ("Option Transaction"), I hereby warrant, represent and agree with you as set forth below on this Option Agreement.

1. I understand, and am well aware, that option trading may be highly speculative in nature. I am also aware that on certain days, option trading may cease and this could result in a financial loss to me. I agree to hold BERNARD L. MADOFF, its other Divisions, and its officers, Directors and Agents harmless for such loss.
2. I understand that any option transaction made for any account of mine is subject to the rules, regulations, customs and usages of The Options Clearing Corporation and of the registered national securities exchange, national securities association, clearing organization or market where such transaction was executed. I agree to abide by such rules, regulations, custom and usages and I agree that, acting individually or in concert with others, I will not exceed any applicable position or exercise limits imposed by such exchange, association, clearing organization or other market with respect to option trading.
3. If I do not satisfy, on a timely basis, your money or security calls, you are authorized in your sole discretion and without notification, to take any and all steps you deem necessary to protect yourself (for any reason) in connection with option transactions for my account including the right to buy and/or sell (including short or short exempt) for my account and risk any part or all of the shares represented by options handled, purchased, sold and/or endorsed by you for my account or to buy for my account and risk any option as you may deem necessary or appropriate. Any and all expenses or losses incurred in this connection will be reimbursed by me.
4. In addition to the terms and conditions hereof, my option account will be subject to all of the terms and conditions of all other agreements heretofore or hereafter at any time entered into with you relating to the purchase and sale of securities and commodities except to the extent that such other agreements are contrary to or inconsistent herewith.

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5. This agreement shall apply to all puts or call which you may have executed, purchased, sold or handled for any account of mine and also shall apply to all puts, or calls which you may hereafter purchase, sell, handle or execute for any account of mine.
6. I have received from BERNARD L. MADOFF the most recent risk disclosure documents entitled "Understanding the Risks and Uses of Listed Options", "Listed Options on Stock Indices", "Listed Options on Foreign Currencies", and "Listed Options in Debt Instruments". I have read and understand the information contained in these documents.
7. I understand that you assign exercise notices on a random basis except that with respect to options on the following debt instruments: Treasury Bonds, Treasury Notes, Treasury Bills and GNMAS, you may preferentially assign exercises of block-size (i.e. covering \$1,000,000 or more of underlying securities) to block-size writing positions and you may preferentially assign smaller exercises to smaller writing positions. I understand that upon my request you will provide me with further information regarding the procedure used to assign exercise notices.

DATED August 23, 1999

ACCOUNT NO. \_\_\_\_\_

SIGNATURES

(If a Corporation)

(Name of Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(If Individuals)

Carol Bernstein Trustee

(Second Party if Joint Account)

(If a Partnership)

(Name of Partnership)

SEAL

By \_\_\_\_\_  
(A Partner)

**BERNARD L. MADOFF****Investment Securities**

885 Third Avenue New York, NY 10022-4834

212 230-2424

800 334-1343

Telex 235130

Fax 212 486-8178

**CUSTOMER AGREEMENT**

In consideration for you (the "Broker") opening or maintaining one or more accounts (the "Customer"), the Customer agrees to the terms and conditions contained in this Agreement. The heading of each provision of the Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. For purposes of this Agreement, "securities and other property" means, but is not limited to money, securities, financial instruments and commodities of every kind and nature and related contracts and options, except that the provisions of paragraph 13 herein (the arbitration clause) shall not apply to commodities accounts. This definition includes securities or other property currently or hereafter held, carried or maintained by you or by any of your affiliates, in your possession or control, or in the possession or control of any such affiliate, for any purpose, in and for any of my accounts now or hereafter opened, including any account in which I may have an interest.

**1. APPLICABLE RULES AND REGULATIONS**

All transactions in the Customer's Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed by the Broker or its agents, including its subsidiaries and affiliates. Also, where applicable, the transactions shall be subject (a) to the provisions of (1) the Securities Exchange Act of 1934, as amended, and (2) the Commodities Exchange Act, as amended; and (b) to the rules and regulations of (1) the Securities and Exchange Commission, (2) the Board of Governors of the Federal Reserve System and (3) the Commodities Futures Trading Commission.

**2. AGREEMENT CONTAINS ENTIRE UNDERSTANDING/ASSIGNMENT**

This Agreement contains the entire understanding between the Customer and the Broker concerning the subject matter of this Agreement. Customer may not assign The rights and obligations hereunder without first obtaining the prior written consent of the Broker.

**3. SEVERABILITY**

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not effect the validity of the remaining provisions of this Agreement.

**4. WAIVER**

Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless such is agreed to in a writing signed by the broker.

**5. DELIVERY OF SECURITIES**

Without abrogating any of the Broker's rights under any other portion of this Agreement and subject to any indebtedness of the Customer to the Broker, the Customer is entitled, upon appropriate demand, to receive physical delivery of fully paid securities in the Customer's Account.

**6. SALES BY CUSTOMER**

The Customer understands and agrees any order to sell "short" will be designated as such by the Customer, and that the Broker will mark the order as "short". All other sell orders will be for securities owned ("long"), at that time, by the Customer by placing the order the Customer affirms that he will deliver the securities on or before the settlement date.

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Madoff Securities International Ltd.

43 London Wall, London England EC2M 5TB.071-374 0891

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## 7. BROKER AS AGENT

The customer understands that the Broker is acting as the Customer's agent, unless the Broker notifies the Customer, in writing before the settlement date for the transaction, that the Broker is acting as dealer for its own account or as agent for some other person.

## 8. CONFIRMATIONS AND STATEMENTS

Confirmations of transactions and statements for the Customer's Account(s) shall be binding upon the Customer if the Customer does not object, in writing, within ten days after receipt by the Customer.

## 9. SUCCESSORS

Customer hereby agrees that this Agreement and all the terms thereof shall be binding upon Customer's heirs, executors, administrators, personal representatives and assigns. This Agreement shall enure to the benefit of the Broker's present organization, and any successor organization, irrespective of any change or changes at any time in the personnel thereof, for any cause whatsoever.

## 10. CHOICE OF LAWS

THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF \_\_\_\_\_ AND SHALL BE CONSTRUED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF \_\_\_\_\_.

## 11. CAPACITY TO CONTRACT, CUSTOMER AFFILIATION

By signing below, the Customer, represents that he/she is of legal age, and that he/she is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or member corporation registered on any exchange, or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business of dealing, either as broker or as principal, in securities, bills of exchange, acceptances or other forms of commercial paper, and that the Customer will promptly notify the Broker in writing if the Customer is now or becomes so employed. The Customer also represents that no one except the Customer has an interest in the account or accounts of the Customer with you.

## 12. ARBITRATION DISCLOSURES

\* ARBITRATION IS FINAL AND BINDING ON THE PARTIES.

\* THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.

\* PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.

\* THE ARBITRATORS AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.

\* THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.



#### 13. ARBITRATION

THE CUSTOMER AGREES, AND BY CARRYING AN ACCOUNT FOR THE CUSTOMER THE BROKER AGREES THAT ALL CONTROVERSIES WHICH MAY ARISE BETWEEN US CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US PERTAINING TO SECURITIES AND OTHER PROPERTY, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT AND THE LAWS OF THE STATE DESIGNATED IN PARAGRAPH 10, BEFORE THE AMERICAN ARBITRATION ASSOCIATION, OR BEFORE THE NEW YORK STOCK EXCHANGE, INC. OR AN ARBITRATION FACILITY PROVIDED BY ANY OTHER EXCHANGE OF WHICH THE BROKER IS A MEMBER, OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. OR THE MUNICIPAL SECURITIES RULE MAKING BOARD AND IN ACCORDANCE WITH THE RULES OBTAINING OF THE SELECTED ORGANIZATION. THE CUSTOMER MAY ELECT IN THE FIRST INSTANCE WHETHER ARBITRATION SHALL BE BY THE AMERICAN ARBITRATION ASSOCIATION, OR BY AN EXCHANGE OR SELF-REGULATORY ORGANIZATION OF WHICH THE BROKER IS A MEMBER, BUT IF THE CUSTOMER FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR TELEGRAM ADDRESSED TO THE BROKER AT THE BROKER'S MAIN OFFICE, BEFORE THE EXPIRATION OF TEN DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM THE BROKER TO MAKE SUCH ELECTION, THEN THE BROKER MAY MAKE SUCH ELECTION, THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

#### 14. DISCLOSURES TO ISSUERS

Under rule 14b-1(c) of the Securities Exchange Act of 1934, we are required to disclose to an issuer the name, address, and securities position of our customers who are beneficial owners of that issuer's securities unless the customer objects. Therefore, please check one of the boxes below:

Yes, I do object to the disclosure of information.

No, I do not object to the disclosure of such information.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 13.

Carol Koenenstone Trustee  \_\_\_\_\_  
(Customer Signature/date)  \_\_\_\_\_  
(Customer Signature/date)

306 Chilean Av. \_\_\_\_\_  
(Customer Address) \_\_\_\_\_  
(Account Number)

PARM & RECHT, PL 33480

---

DAVID R. KAMENSTEIN,

Grantor

-and-

CAROL L. KAMENSTEIN,

Trustee

---

---

TRUST AGREEMENT

---

Dated: APRIL 11, 1984

ROBERTS & HOLLAND  
30 ROCKEFELLER PLAZA  
NEW YORK, N.Y. 10112

TRUST AGREEMENT

THIS TRUST AGREEMENT made this 11<sup>th</sup> day of APRIL , 1984, by and between DAVID R. KAMENSTEIN, herein sometimes called "DAVID," as the Grantor, and CAROL L. KAMENSTEIN, herein sometimes called "CAROL," as the Trustee.

W I T N E S S E T H:

DAVID desires hereby to create an irrevocable trust, to be known as the "1984 SLOAN GEORGE KAMENSTEIN IRREVOCABLE TRUST," herein sometimes called the "Trust," for the purposes and on the terms and conditions hereinafter set forth. In consideration of the premises and the agreement of the Trustee to accept the Trust, DAVID has contemporaneously with the execution of this Agreement, delivered to the Trustee, the property described in Schedule A hereof, so that DAVID shall hereafter have no interest in, or control over, such property, the receipt of which property the Trustee hereby acknowledges.

TO HAVE AND TO HOLD such property, and such additional property, if any, as may be added to the Trust, in accordance with the terms of this Agreement, IN TRUST, NEVERTHELESS, upon the terms and conditions set forth in this

Agreement.

ARTICLE ONE

CHARACTER OF TRUST

Section A. Irrevocability.

The Trust created under this Agreement is irrevocable, and DAVID reserves no powers to alter or amend any provision of this Agreement.

Section B. Additions.

At any time or from time to time, during DAVID'S lifetime and thereafter, DAVID or any other person may add any kind of real or personal property to the Trust herein created, but only with the Trustee's consent. Property may be added either during the lifetime of the person doing so, or thereafter, by that person's Will or otherwise. All property added to the Trust shall be commingled with the principal thereof, and held, administered and distributed pursuant to the provisions of this Agreement.

Section C. No Retained Interest.

DAVID reserves no reversion or other interest in the Trust herein created, or in any property herewith or hereafter transferred to the Trust.

ARTICLE TWO

TRUST PROVISIONS

Section A. Income Until SLOAN Attains Age Twenty-One.

Until SLOAN GEORGE KAMENSTEIN ("SLOAN"), the son of CAROL and DAVID, attains the age of twenty-one (21) years, the Trustee shall pay to SLOAN, or apply for his benefit, as much of the net income of the Trust as the Trustee in her sole discretion shall determine. At the end of each trust year, the Trustee shall add to principal any net income not so paid or applied and thereafter the same shall be dealt with as principal for all purposes.

Section B. Income After SLOAN Attains Age Twenty-One.

After SLOAN attains the age of twenty-one (21) years and until the Trust held for his benefit terminates, the Trustee shall pay to SLOAN, or apply for his benefit, the entire net income of the Trust in quarterannual or more frequent installments as may be convenient to the Trustee.

Section C. Discretionary Payments of Principal.

The Trustee may, at any time and from time to time, pay to SLOAN, or apply for his benefit, upon such occasions as the Trustee in her sole discretion shall deem advisable, so much or all of the principal of the Trust as the Trustee may deem desirable, even if the exercise

of that discretion exhausts all of such principal and results in termination of the Trust. Without limiting the Trustee as to occasion and without requiring her to make any payment which she deems inadvisable, the Grantor suggests that purposes for which amounts of principal might be paid include higher educational requirements, engagement, marriage, acquisition of a home, birth of children, commencement of a new business enterprise or continuation of an existing one, and medical requirements. In granting discretion to the Trustee to make such payment or payments of principal, it is the Grantor's desire that such discretion be liberally exercised when the occasion, whether one previously specified or not, is such that the interests of SLOAN would be best served thereby. In determining whether or not to make any such payment or payments of principal, the Trustee shall consider only the merits of the proposed purpose of the distribution and she need not (but may) consider: (1) the obligation of any person or persons for the support of SLOAN; (2) the other assets of SLOAN or the income therefrom; and (3) the financial need of SLOAN or of the person or persons obligated for his support.

Section D.      SLOAN'S Power to Withdraw Principal.

1.    Power of Withdrawal. During each year in

which any person shall transfer property to the Trust, including the calendar year of the execution of this Agreement (each such year being referred to herein as a "transfer year"), SLOAN shall have the absolute right to withdraw from the Trust, at any time during such transfer year, but no later than thirty (30) days from the date of receipt of the notice from the Trustee as hereinafter described in subsection 3 of this Section D, an amount of principal which, taking into account all prior withdrawals of principal during the transfer year by SLOAN relating to transfers by such person, is not in excess of the lesser of (i) the exclusion amount for such person for such transfer year (as hereinafter defined in subsection 4 of this Section D) or (ii) an amount equal to all of the transfers (which, in the case of a transfer of property other than cash, shall be taken into account at its fair market value at the date of its transfer to the Trust) made by such person to the Trust for such transfer year. Each such right of withdrawal shall be exercisable by SLOAN'S acknowledged written instrument, which shall be delivered to the Trustee; provided, however, that such right of withdrawal shall terminate at the close of the transfer year and shall, to the extent not theretofore exercised by or on behalf of SLOAN, there-

provided, however, that while SLOAN is a minor, the Trustee, in lieu of notifying SLOAN, shall, by written or oral notice, advise SLOAN'S legal guardian (or, if none, each then living parent of SLOAN) of such transfer and of such person's rights under this Section D to exercise such power on behalf of SLOAN.

4. Exclusion Amount. As used herein, the term "exclusion amount" for any person for any transfer year shall mean that amount which, with respect to any particular transfer year, is excluded from the total amount of gifts made by such person for such transfer year, within the meaning of section 2503(b) of the Internal Revenue Code of 1954, as amended, or any section in amendment or substitution therefor.

Section E.      Mandatory Payments of Principal  
And Termination of Trust.

1. Mandatory Payments of Principal. The Trustee shall be required to make the following payments to SLOAN from the principal of the Trust:

a. First Payment. When SLOAN attains the age of twenty-seven (27) years, the Trustee shall pay over and deliver to SLOAN, one-third (1/3) of the then remaining principal of the Trust.

b. Second Payment. When SLOAN attains the age of thirty-two (32) years, the Trustee shall pay over and deliver to SLOAN, one-half (1/2) of the then remaining principal of the Trust.

c. Final Payment. When SLOAN attains the age of thirty-six (36) years, the Trustee shall pay over and deliver to SLOAN any then remaining principal and any accrued or undistributed income of the Trust.

2. If SLOAN Dies Before Attaining Age Thirty-Six.

If SLOAN dies before attaining the age of thirty-six (36) years, the Trust shall terminate and the Trustee shall pay the entire remaining principal, together with all accrued and undistributed income, to SLOAN'S issue who survive him, per stirpes; or if there be no such issue, to the then living issue of the Grantor, per stirpes; or if there be no such issue, to SLOAN'S mother if she survives him; or if SLOAN'S mother does not survive him, the entire remaining principal, together with all accrued and undistributed income of the Trust shall be distributed to the following, with each receiving the respective percentage of such assets which is hereinafter set forth:

- (i) To the brother of the Grantor, PETER D.

KAMENSTEIN, herein sometimes called "PETER", forty percent (40%) if he is living when SLOAN dies; and, if he is not then living, to his issue in equal shares, per stirpes;

(ii) To the brother of the Grantor, MICHAEL D. KAMENSTEIN, herein sometimes called "MICHAEL", forty percent (40%) if he is living when SLOAN dies; and, if he is not then living, to his issue in equal shares, per stirpes; and

(iii) To CAROL'S sister, MERYL LANDY CAYTON, herein sometimes called "MERYL", twenty percent (20%) if she is living when SLOAN dies; and, if she is not then living, to her issue in equal shares, per stirpes.

If one or more of PETER, MICHAEL or MERYL shall not survive SLOAN and leave no issue surviving SLOAN, the percentage of the remaining principal and income of the Trust hereinabove set apart for each of PETER, MICHAEL and MERYL who predeceases SLOAN and leaves no issue surviving SLOAN shall be allocated pro rata to the shares of the remaining principal and income of the Trust passing hereunder to any of PETER, issue of PETER, MICHAEL, issue of MICHAEL, MERYL or issue of MERYL.

### ARTICLE THREE

#### DISTRIBUTION TO MINORS AND OTHERS

##### Section A. Minors.

If, under any provision of this Agreement, any

property shall become mandatorily payable to a minor, it shall vest absolutely in the minor, but the Trustee may nevertheless elect to pay over such property to a custodian for such minor under the Uniform Gifts to Minors Act or to hold all or any part of such property until the minor attains majority, and to manage, invest and reinvest such retained property with all of the rights, powers, authorities, duties, privileges, immunities and discretions which are granted to the Trustee elsewhere in this Agreement. In that event, the Trustee shall, at any time and from time to time, pay to, or apply for the benefit of, the minor so much or all of the net income and principal of such retained property as the Trustee may deem advisable for the minor's best interests, accumulating any net income not so paid or applied and, not less frequently than annually, adding such accumulated net income to principal, to be held, administered and distributed as a part thereof. When and if the minor attains majority, the Trustee shall pay over and deliver such retained property as then constituted to the minor. If the minor should die before attaining majority, the Trustee shall pay over and deliver such retained property as then constituted to the minor's executors or administrators.

Section B. Application to Beneficiary.

In applying amounts of income or principal pursuant to any provision of this Agreement for the benefit of any beneficiary, including a minor or other person under a legal disability, the Trustee is authorized, in the Trustee's absolute discretion, to expend such amounts for the benefit of such beneficiary in such one or more of the following methods, as the Trustee may deem advisable from time to time:

1. By delivering any such amount to the natural, general or testamentary guardian of any minor, or to a custodian for any minor under the Uniform Gifts to Minors Act, or to the committee, guardian or conservator of any beneficiary who shall have been adjudicated an incompetent; or
2. By delivering any such amount to any individual or entity having the care, custody or control of any such beneficiary, or with whom, or at which, such beneficiary resides; or
3. By delivering any such amount to such beneficiary, personally; or
4. By making direct expenditures for the

benefit of such beneficiary.

The receipt of any such guardian, custodian, committee, conservator, individual, entity or beneficiary, or evidence of such payment or expenditure of any such amount shall be a full and sufficient discharge to the Trustee for the payment or expenditure thereof, and the Trustee shall be exonerated from all liability and responsibility by reason of any amount so delivered, paid or expended, irrespective of the application or use thereof which may be made by any such guardian, custodian, committee, conservator, individual, entity or beneficiary, and the Trustee shall have no duty to see to the application of any such amount.

#### ARTICLE FOUR

##### VESTING OF INTERESTS

###### Section A. Simultaneous Deaths.

If a disposition of any property or interest in property which is made in this Agreement depends upon one person's surviving another person, and if both of those persons die under circumstances where there is no sufficient evidence that they have died otherwise than simultaneously, the alternate disposition of that property or interest in

property made herein shall be operative.

Section B. Disclaimers and Releases.

1. Disclaimers. Each person having a beneficial interest under this Agreement, or any person authorized by law to act on his behalf, is authorized, at any time and from time to time, to disclaim or renounce all or any part of that interest, regardless of whether such person has previously received any benefits hereunder; provided, however, that no disclaimer shall be effective as such to the extent that, under the law applicable to this Agreement, said person is deemed to have accepted that interest. In addition to other methods of disclaimer or renunciation recognized by law, a person may disclaim or renounce all or any part of that interest by filing an acknowledged, written instrument to that effect in the office of the clerk of the court having jurisdiction over this Agreement and by delivering a copy of that instrument to any Trustee. The disclaimed interest shall be administered and distributed as expressly provided in this Agreement, as if such person had died immediately preceding the date such interest was created. Unless that instrument specifically so provides, no disclaimer or renunciation shall affect that person's right to receive any other interest under this Agree-

ment, whether upon the death of any other person or whether upon a subsequent disclaimer, renunciation or release by any other person.

2. Releases. Each person having a beneficial interest under this Agreement is authorized, at any time and from time to time, to release all or any part of that interest, regardless of whether such person is deemed, under the law applicable to this Agreement, to have accepted that interest. In addition to other methods of release recognized by law, a person may release all or any part of that interest by filing an acknowledged, written instrument to that effect in the office of the clerk of the court having jurisdiction over this Agreement and by delivering a copy of that instrument to any Trustee. The released interest shall be administered and distributed as expressly provided in this Agreement, as if such person had died immediately preceding the date of delivery of such instrument of release. Unless that instrument specifically so provides, no release shall affect that person's right to receive any other interest under this Agreement, whether upon the death of any other person or whether upon a subsequent disclaimer, renunciation or release by any other person.

ARTICLE FIVE

SPENDTHRIFT PROVISIONS

No person having a beneficial interest under this Agreement may voluntarily or involuntarily alienate, anticipate, assign, encumber, pledge, sell, or otherwise transfer all or any part of that person's interest in trust income or principal, except pursuant to the exercise of the powers granted herein to disclaim and release. No beneficial interest under this Agreement shall be subject to being taken or reached by any attachment, levy, writ or other legal or equitable process to satisfy any claim against, or obligation of, the person having that interest, and no such interest shall be subject to control or interference by any other person. No attempt to dispose of, or to take or reach, any such interest in violation of this spendthrift provision shall be valid or given any effect by any Trustee.

ARTICLE SIX

SUCCESSOR TRUSTEES

Section A. Appointment of Successor Trustees.

1. Power to Designate. CAROL is granted the continuing discretionary power to designate one or more

successor Trustees, other than DAVID, to act, or a succession of successor Trustees other than DAVID, to act one or more at a time, to fill the vacancy in the office of Trustee occurring when she ceases to act as Trustee for any reason. If CAROL ceases to act as Trustee without having designated one or more successor Trustees, or if all of the successor Trustees designated by CAROL shall fail to qualify or, having qualified, shall cease to act as such Trustees, PETER and the Grantor's friend, HARRY BACH (herein sometimes called "HARRY"), shall act as successor Trustees; and if either or both of HARRY and PETER shall fail to qualify or, having qualified, shall cease to act as such Trustees, CAROL'S cousin, THEODORE GINSBERG (herein sometimes called "THEODORE"), shall act as a successor Trustee. Except as otherwise provided in this Section A, if any of PETER, HARRY and THEODORE fails to qualify or, having qualified, ceases to act as such Trustee, the ones remaining shall serve as Trustees without the necessity for any additional appointment. Every successor Trustee hereunder shall have all rights, powers, authorities, duties, privileges, immunities and discretions which are herein granted to CAROL, including the power to designate one or more successor Trustees, other than DAVID, to fill the vacancy in the office of Trustee

occurring when said successor Trustee ceases to act as Trustee for any reason, except as is otherwise provided herein.

2. Definition. The events which shall result in a person's ceasing to act as a Trustee hereunder shall include the death or resignation of such person, judicial appointment of a conservator of such person's property, or a judicial determination of such person's incompetency.

Section B. Power to Designate a Co-Trustee.

CAROL and each successor Trustee serving as sole Trustee is authorized in her, his or its absolute discretion, at any time, to designate another individual, other than DAVID, to act as a co-Trustee, with all rights, powers, authorities, duties, privileges, immunities and discretions, including the power to designate one or more successor Trustees, other than DAVID, which are herein granted to any successor Trustee, except as is otherwise provided herein.

Section C. Manner of Designation.

The power herein granted to a Trustee to designate one or more successor Trustees or co-Trustees shall be exercised by the Trustee to whom such power is granted as follows. Each such designation shall be made by the Trustee's acknowledged, written instrument executed while acting in that

office, filed with the records of the Trust, a copy of which shall be delivered to DAVID, if living, or if not, delivered to SLOAN if he is eighteen (18) years or older at that time. The persons or institutions so designated as successor or co-Trustees may accept any such designation only by an acknowledged, written instrument to that effect filed with the records of the Trust, a copy of which shall be delivered to DAVID, if living, or, if not, a copy of which shall be delivered to SLOAN if he is eighteen (18) years or older at that time. Any Trustee is authorized at any time and from time to time, while acting as a Trustee, to revoke, alter or amend any designation previously made by him, by a subsequent acknowledged, written instrument similarly executed, delivered and filed; provided, however, that no such revocation or amendment shall affect the tenure of any co-Trustee who has commenced to serve. If more than one unrevoked designation is on file, the one executed last in time shall govern.

Section D. Resignation.

Every Trustee hereunder is authorized to resign at any time, for any reason, by an acknowledged, written instrument to that effect filed with the records of the Trust, a copy of which shall be delivered to such Trustee's

successors, if any. In addition, a copy of such instrument shall be delivered to DAVID, if living, or, if DAVID is not living, to SLOAN, if he is eighteen (18) years or older at that time.

Section E. Waiver of Bond.

No Trustee, co-Trustee or successor Trustee hereunder shall be required to give any bond or security in any court or jurisdiction for acting hereunder.

Section F. No Compensation.

None of CAROL, PETER, HARRY or THEODORE, while serving as Trustee, co-Trustee or successor Trustee hereunder, shall receive compensation or commissions of any kind for acting hereunder, but they shall be entitled to reimbursement for any expenses incurred in connection with her or his administration of any trust created herein.

ARTICLE SEVEN

TRUSTEE'S POWERS AND PROVISIONS

Section A. Trustee's Powers.

The Trustee is granted all of the following rights,

powers, authorities, privileges and discretions to administer each trust herein created, in addition to those granted elsewhere herein and by applicable law, to be exercised only in a fiduciary capacity at any time and from time to time within the limits of the rule against perpetuities, including during the period after the termination of the Trust and prior to the final distribution of assets, as the Trustee may determine in the Trustee's absolute discretion to be advisable, without authorization by any court; and the exercise of all such rights, powers, authorities, privileges and discretions shall be binding upon, and conclusive against, all persons who are interested in, or who claim an interest in, the Trust:

1. Retention.

To retain indefinitely, or for any lesser period, all or any part of the property of such trust in the form in which it is received, regardless of whether such property is authorized by law for the investment of trust funds, regardless of any law requiring diversification of trust investments, without any liability for loss because of depreciation in value;

2. Investments.

To invest and reinvest all or any part of the property of such trust in any kind of real or personal property, including: securities; oil, gas, mineral interests and other natural resources; commodity futures and foreign exchange; and land, buildings, mortgages, and other interests in real estate; to acquire any such investment from any

person, including any beneficiary of such trust, the estate of any deceased beneficiary, the estate of the Grantor, or any estate or other trust in which any beneficiary has an interest; to make any such investment or reinvestment without regard to: (a) the proportion which such investment may bear to the value of such trust; (b) the relation such investment may bear to the type or character of the other investments of such trust; and (c) any law requiring diversification of trust investments; and to make and retain such investment even though such investment shall be when made, or shall thereafter become, unproductive of income or speculative, and regardless of whether such investment is authorized by law for the investment of trust funds, without any liability for loss because of depreciation in value; as used herein, the term "securities" shall be construed to include, but shall not be limited to, common, preferred and other classes of capital stock, regardless of dividend arrearages; warrants, options, puts and calls; bonds, debentures, notes and other fixed income-bearing obligations, with or without conversion privileges, notwithstanding default in interest; and units of participation in common trust funds, investment trust stocks and mutual fund shares; regardless of whether such securities are: (i) listed on any stock exchange or traded in any public market; (ii) registered with, or approved by, any securities commission or other governmental regulatory body; (iii) foreign or domestic; or (iv) subject to investment letters or other contractual or legal restrictions on the ownership, retention or disposition thereof;

3. Sales.

To sell all or any part of the property of such trust to any person including any beneficiary of such trust, the estate of any deceased beneficiary, the estate of the Grantor, or any estate or other trust in which any beneficiary has an interest, at public or private sale, for cash or upon credit for any period, regardless of any law limiting such period, with or without secur-

ity, or partly for cash and partly upon credit, upon any terms and conditions; similarly to make exchanges of any such property for other property of equivalent fair market value, whether or not of like kind or similar use; to grant options to sell any such property upon any terms, for any period, regardless of any law limiting such period, and regardless of whether any consideration is received for the granting of any such option; to make short sales of securities, whether or not owned by such trust, and to borrow an equivalent amount of securities with which to make any short sale;

4. Securities.

To exercise all rights and powers over all of the securities constituting all or any part of the property of such trust which could be exercised by persons owning similar securities in their own right, including powers: to vote on any proposition or election at any meeting of security holders for any purpose, including the purpose of electing any Trustee or any employee, partner or officer of any Trustee as a director or as an officer of any corporation, the securities of which constitute all or any part of the property of such trust; to grant discretionary proxies to vote at any such meeting, with or without power of substitution; to consent to, join in, become a party to or oppose any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation, exchange, sale of assets or other corporate action, and to deposit any securities with any protective, reorganization or similar committee, depositary or trustee, and to pay from the property of such trust all fees, expenses, assessments and other charges incurred in such connection; to exercise warrants, options and conversion, subscription or other rights, and to make any necessary payments in connection therewith from the property of such trust, or to sell any such rights, or to refrain from exercising any such rights, permitting them to expire; to borrow funds with which to exercise any such rights, and to secure any

loan so incurred by pledge of the securities acquired thereby or by pledge of any other property of such trust; to give investment letters and other assurances in connection with the acquisition of any securities, and to rely upon advice of counsel in disposing of any securities subject to investment letters or other restrictions; to receive and retain as a trust investment any new securities or other property distributed as a result of any of the foregoing;

5. Property Management.

To hold securities or other property either in the name of a nominee without indicating the fiduciary character thereof, unregistered, or in such form that title will pass by delivery; to possess, manage, operate, develop, subdivide, dedicate for public use, demolish, construct, reconstruct, exchange, partition, repair, alter, improve and change, structurally or otherwise, any realty or personality constituting all or any part of the property of such trust; to mortgage any such property and to modify, renew, extend, reduce, pay off and satisfy mortgages on such property and any installments of principal or interest due thereon, and to waive any defaults; to continue any mortgage after maturity, with or without renewal or extension, upon any terms, and to foreclose any mortgage; to purchase any mortgaged property or to acquire any mortgaged property by deed from the mortgagor in lieu of foreclosure; to permit any such property to be lost by tax sale, foreclosure or other proceeding; to abandon, destroy or convey at nominal consideration or without consideration any property which is, or has become, worthless, hazardous, subject to confiscatory taxation or of insufficient value to warrant keeping or protecting, and thereafter to have no further responsibility to keep informed as to the status of any such property; to grant or release easements or charges of any kind, for any period, regardless of whether any consideration is received for such grant; to insure any property of such trust against any risks, hazards and liabilities; to lease any property of such trust and to renew or extend leases upon any terms and for any period, including a period extending beyond the probable or actual term of such trust, regardless of any law limiting such period; to amend, change or modify leases; to grant options to lease and options to renew leases for any period, regardless of whether any consideration is

received for the granting of any such option; and to pay from the property of such trust all expenses incurred in connection with any of the foregoing;

6. Business Interests.

To form one or more corporations, alone or with others, in any jurisdiction, and to transfer all or any part of the property of such trust to any such corporation in exchange for the securities or obligations of such corporation; to form one or more partnerships in any jurisdiction, in which such trust shall be either a general or limited partner, and to transfer all or any part of the property of such trust to any such partnership as a capital contribution; to delegate to the board of directors or to one or more officers of any such corporation, or to one or more partners of any such partnership, any powers, authorities and discretions; to enter into joint ventures or associations with others on any terms; to enter into, modify or terminate agreements respecting voting rights, management, retention or disposition of any corporation or partnership or interest therein constituting all or any part of the property of such trust; to continue any business in which the Grantor had an interest, or to dispose of any such business on any terms and conditions, without any liability for loss because of depreciation in value;

7. Lending.

To lend any part of the property of such trust to any person, including any beneficiary of such trust, the estate of any deceased beneficiary, or any estate or other trust in which any beneficiary has an interest, upon any reasonable terms and conditions, for any period, with or without security, for any purpose whatsoever; provided, however, that no loan of principal or income shall be made to the Grantor for any purpose;

8. Borrowing.

To borrow funds on behalf of such trust from any

person, including any Trustee, any beneficiary of such trust, the estate of any deceased beneficiary, or any estate or other trust in which any beneficiary has an interest, upon any terms and conditions, for any period, for any purpose connected with the protection, preservation or improvement of any property of such trust, for investment purposes, for the purpose of paying taxes and expenses, or for the purpose of making any distribution to a beneficiary which is authorized herein; to renew, modify or extend existing loans on similar or different terms; to mortgage or otherwise pledge property of such trust as security for the repayment of such borrowing;

9. Banking.

To open and maintain one or more interest-bearing or non-interest-bearing accounts with any bank or trust company, including any Trustee, or any savings and loan association or building and loan association; to deposit all or any part of the property of such trust to the credit of any such account, and to permit such property to remain on deposit in any such account without being liable for any loss of income; to lease one or more safe deposit boxes for the safekeeping of property of such trust; to open and maintain one or more cash or margin accounts with any brokerage firm or bank or trust company, including any Trustee, and to conduct, maintain and operate any such account for the purchase and sale of securities, commodity futures and foreign exchange, and in connection therewith, to borrow money, obtain guarantees, and engage in all other activities which are necessary or incidental to conduct, maintain and operate any such account;

10. Distributions in Kind.

To make any division, allocation or distribution (including the satisfaction of any pecuniary amount) authorized or directed herein, either wholly or partly in kind, even though shares be composed differently; except as is otherwise herein provided, to determine the fair market value of all property so divided, allocated or distributed, to the extent permitted by law;

11. Consolidated Holdings.

To hold and invest separate funds held for minors

and separate trusts, if there is more than one, in one or more consolidated accounts, and to allocate undivided or fractional interests in one or more assets to each such fund or trust and to administer all or any part of any trust fund consolidated with the funds of any other trust created by the Grantor; provided that separate records are maintained of the property of each such fund or trust;

12. Claims.

To litigate, enforce, abandon, adjust, compromise, compound, settle, collect, pay, prepay, defer or discharge any obligation, debt, tax, premium, dividend, insurance policy, death benefit, claim, controversy or suit at law or in equity, of whatsoever kind or nature which may exist or arise against or in favor of such trust, upon any terms and conditions; to submit any such matter to arbitration, and to agree to be bound thereby; to extend the time of payment for any such matter with or without security;

13. Removal of Assets.

To remove all or any part of the property of such trust from the jurisdiction which is the situs of such trust, and to take and keep such property outside such jurisdiction and in any other place or places within or outside the United States, during the term of such trust or for any lesser period;

14. Agents.

To employ one or more brokers, agents, accountants, real estate experts, attorneys, custodians, appraisers, employees, investment advisers and others, including any Trustee or any employee, partner or officer of any Trustee; regardless of whether a bank or trust company is acting as a Trustee, so long as any individual is acting as a Trustee, the individual Trustee or Trustees are authorized to employ an investment adviser in addition to such bank or trust company; to pay from the property of such trust all fees, expenses and disbursements thereby incurred, without diminution of any Trustee's commissions; to act or to refrain from acting upon the advice or recommendations

received from any such adviser without liability for any act done or omission made in good faith in reliance upon such advice or recommendations;

15. Delegation.

To delegate to any suitable and appropriate person, firm or corporation, any ministerial duties in connection with the rights, powers, authorities, privileges and discretions which are granted herein; to delegate to any other Trustee, if there is one, any of the rights, powers, authorities, privileges and discretions which are granted herein, including power to sign checks and other instruments for the payment of money, power to give orders for the purchase and sale of securities, and power to have custody of all or any part of the property of such trust; provided, however, that any such delegation shall be revocable at any time by the Trustee making it;

16. Conflict of Interest.

To act with respect to any and all property held in such trust and to manage, invest, dispose of or retain the same even though any Trustee may have a personal interest in such property or in any investment or reinvestment or in any business or corporation or other entity in which all or part of the property held in such trust shall be invested or reinvested, in like manner and with like immunity from liability as if a complete stranger thereto; to deal with any Trustee (including herself) as an individual, or as a member of a partnership, or as an officer, stockholder, director or employee of any corporation or other entity, without liability except for negligence or wrongful misconduct, and the usual rules prohibiting a Trustee from dealing with herself as an individual or with respect to any matter in which she has an interest which is personal or individual shall not apply; to employ any Trustee (including herself), a partnership with which any Trustee (including herself) is associated, or any officer or employee of any corporate Trustee as an attorney or other agent; and to cause any Trustee (including herself), the partners with whom any Trustee (including herself) is associated, any Trustee's employees or any officer or employee of any corporate Trustee hereunder to act as an

officer, employee or agent, or in any other capacity, or in more than one such capacity in any corporation whose securities shall be held by any Trustee and to allow such person to vote for such purposes; and to compensate any such person for so acting in addition to any lawful fiduciary fees or commissions to which such person may be entitled for acting as a fiduciary hereunder;

17. Inventories and Accounts.

To refrain from making annual or other periodic inventories and accounts of the receipts, investments, disbursements and proceedings of such trust, notwithstanding any statute or rule of law requiring such inventories and accounts;

18. General Powers.

To make any payment, to receive any money, to take any action, and to make, execute, deliver and receive any contract, deed, instrument, or other document which is advisable to exercise any of the foregoing powers or to carry into effect any provision contained herein; and in making any payment or distribution, or in otherwise acting hereunder, to rely upon any notice, certificate, affidavit, letter, telegram, cable or other written instrument which is believed to be genuine.

Section B. Exculpation of Trustee.

No person, insurer or other entity which shall deal with the Trustee shall be bound to see to the application of any money or other property received by the Trustee or to inquire into the authority for, or propriety of, any action taken by the Trustee. The Trustee shall not be liable for any act or omission in administering any trust herein created; except that the Trustee shall be liable

for her own actual fraud, gross negligence or willful misconduct. No Trustee shall be responsible for any act or omission of any other Trustee. If the Trustee becomes liable as Trustee to any person not beneficially interested in any trust herein created in connection with matters not within the Trustee's control and not due to the Trustee's actual fraud, gross negligence or willful misconduct, the Trustee shall be entitled to indemnity out of the property of such trust.

Section C. Limitations on Trustees and Others.

No Trustee, who is also a beneficiary of any trust herein created to whom income or principal may be distributed currently, shall exercise, or participate in the exercise of, any discretion to pay or apply the net income or principal of such trust, or to terminate such trust. No Trustee, who is under a legal obligation to support a beneficiary of any trust herein created to whom income or principal may be distributed currently, shall exercise, or participate in the exercise of, any discretion to pay or apply the net income or principal of such trust in discharge of that legal obligation. No Trustee shall lend the principal or income of any trust herein created directly or indirectly to the Grantor. Notwithstanding section 7-1.11 of the Estates,

Powers and Trusts Law of New York or any other comparable provision of law, no Trustee shall have the power to pay to the creator of this trust any amount, whether as reimbursement for income taxes or otherwise. No person shall be enabled to purchase, exchange or otherwise deal with or dispose of the principal or income of any trust herein created for less than an adequate consideration in money or money's worth. No person acting in a nonfiduciary capacity shall have any power to vote or direct the voting of any stock or other securities constituting all or any part of the property of any trust herein created; to direct investments or reinvestments, or veto proposed investments or reinvestments, of any property constituting all or any part of the property of any such trust; or to reacquire all or any part of the property of any such trust by substituting other property of equivalent value. The foregoing limitations shall prevail over any conflicting or apparently conflicting provisions of this Agreement.

Section D. Release of Powers.

Every Trustee hereunder may disclaim or release, in whole or in part, any power given to such Trustee with respect to the Trust herein created by filing with the records of the Trust an acknowledged written instrument con-

taining such disclaimer or release and by delivering a copy thereof to DAVID, if living, and, if DAVID is not living, to SLOAN if he is eighteen (18) years or older at that time.

Section E. Non-Judicial Accounting.

To avoid the expenses and delay incident to a judicial settlement of the Trustee's accounts, the Trustee is authorized to render informal accounts of proceedings as Trustee of any trust herein created, to each beneficiary of such trust not under any legal disability, and to the executors or administrators of each deceased beneficiary who was a beneficiary during all or any portion of the period accounted for. The beneficiaries and executors or administrators of deceased beneficiaries to whom such account shall be rendered shall have full power to settle finally any such account and on the basis of such account, to release the Trustee, individually and as Trustee, from all liability, responsibility or accountability for the Trustee's acts or omissions as Trustee; provided, however, that such settlement shall not affect any claim that any person beneficially interested in such trust may have against any other person beneficially interested in such trust by reason of the administration of such trust. Such settlement and release of the Trustee shall be binding upon all benefici-

aries and others interested in or claiming an interest in such trust, even if then under any legal disability or not as yet in being, and shall have the force and effect of a final decree, judgment or order of a court of competent jurisdiction rendered in an appropriate action or proceeding for an accounting in which jurisdiction was obtained of all necessary and proper parties; provided, however, that nothing in this Section E shall be deemed to preclude the Trustee from having a judicial settlement of the Trustee's transactions, if the Trustee shall deem it advisable. As used in this Section E, the term "beneficiary" shall mean a person to whom the Trustee is currently authorized or directed to pay or apply all or any portion of the net income or principal of any trust created herein.

ARTICLE EIGHT  
CONSTRUCTION PROVISIONS

Section A. Trustee.

As used herein, the term "Trustee" shall include the Trustee and all successor Trustees and co-Trustees named herein or otherwise designated or appointed, and to mean the plural form thereof whenever the facts and context require.

Section B. Child, Children, Issue.

It is expressly intended in this Agreement that any individual who is not included in the terms child, children or issue, as hereinafter defined, shall be excluded from any and all gifts and other dispositions to a child, children or issue under this Agreement or pursuant to any provisions of law.

1. Child or Children. The term "child" or "children" of any person shall be construed to mean only that person's natural legitimate descendant or descendants in the first degree, and such term shall not include that person's adopted or illegitimate descendant or descendants in the first degree.

2. Issue. The term "issue" of any person shall be construed to mean only that person's natural legitimate descendants in any degree, and such term shall not include (a) that person's adopted or illegitimate descendants in any degree or (b) a legitimate descendant (whether adopted or natural) in any degree of an adopted or illegitimate descendant in any degree of that person.

Section C. Beneficiary.

At any particular time of determination, the term "beneficiary" shall mean a person to whom the Trustee is

then authorized or directed to pay or apply all or any portion of the net income or principal of the Trust.

Section D. Applicable Law.

All questions pertaining to the validity, construction and administration of this Agreement and of any trust herein created, shall be determined in accordance with the laws of the State of New York.

Section E. Headings.

The headings, titles and subtitles herein are inserted solely for convenient reference, and shall be ignored in any construction hereof.

IN WITNESS WHEREOF, this Trust Agreement has been executed in triplicate on the day and year first above written.

  
DAVID R. KAMENSTEIN, Grantor (L.S.)

  
CAROL L. KAMENSTEIN, Trustee (L.S.)

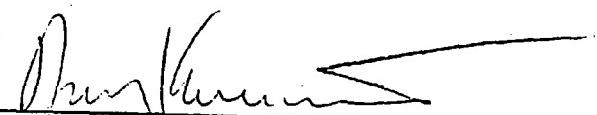
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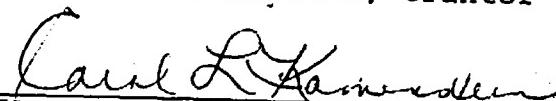
TO

1984 SLOAN GEORGE KAMENSTEIN IRREVOCABLE TRUST

TRUST AGREEMENT dated the 11<sup>TH</sup> day of APRIL ,  
1984, by and between DAVID R. KAMENSTEIN, as Grantor, and  
CAROL L. KAMENSTEIN, as Trustee.

One hundred dollars cash

  
DAVID R. KAMENSTEIN, Grantor

  
CAROL L. KAMENSTEIN, Trustee

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK)

On this 11th day of April , 1984, before me personally appeared DAVID R. KAMENSTEIN, to me known and known to me to be the person mentioned and described in, and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

*Lenny Etra*  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK)

LENNIE ETTRA  
Notary Public State of New York  
No. 01-1135475  
Qualified in New York County  
Commission Expires March 30, 1985

On this 11th day of April , 1984, before me personally appeared CAROL L. KAMENSTEIN, to me known and known to me to be the person mentioned and described in, and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

*Lenny Etra*  
\_\_\_\_\_  
Notary Public

LENNIE ETTRA  
Notary Public State of New York  
No. 01-1135475  
Qualified in New York County  
Commission Expires March 30, 1985